

this manufactured home as evidenced by the documents attached hereto as Exhibit "A" and incorporated herein by reference.

3. The Debtor's Chapter 13 plan fails to list Movant as a creditor.

4. Based on the forgoing, Movant asserts that it is not adequately protected, and unless Movant is granted relief from the automatic stay so as to repossess and dispose of the collateral, Movant will suffer irreparable harm and injury.

WHEREFORE, Movant moves this Honorable Court:

A. Enter an Order granting to Movant relief under 11 U.S.C. Section 362(d) so as to permit Movant to pursue its state court remedies, repossess and dispose of the collateral securing its claim in accordance with its security agreement and the Uniform Commercial Code and thereafter amend its claim for the unsecured deficiency which may thereafter remain.

B. Movant prays for such other and further relief to which it may be entitled.

/s/Stuart D. Albea
Stuart D. Albea (ALBES-6156)
Attorney for Vanderbilt Mortgage & Finance
File No. 36000.652

OF COUNSEL

ROSEN, COOK, SLEDGE, DAVIS,
SHATTUCK & OLDSHUE, P.A.
2117 Jack Warner Parkway
Post Office Box 2727
Tuscaloosa, Alabama 35403
Telephone: (205) 344-5000

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CERTIFICATE OF SERVICE

This is to certify that I have this day served the following:

Kisha N. Walker
Debtor
3095 Oden Mills Road
Sylacauga, AL 35151

Wayman Powell, III
469 Turtle Creek Drive
Birmingham, AL 35226

D. Sims Crawford
Trustee
P.O. Drawer 10848
Birmingham, AL 35202

This the 17th day of November, 2005.

/s/ Stuart D. Albea
Stuart D. Albea (ALBES-6156)
Of Counsel for Vanderbilt Mortgage & Finance

STATE OF TENNESSEE

§ AFFIDAVIT OF

§

COUNTY OF KNOX


§ ROBERT YOUNG

Before me, the undersigned authority, personally appeared Robert Young, hereinafter referred to as Affiant, who being known to me and being first duly sworn, deposes and says as follows:

1 My name is Robert Young and I am employed by Vanderbilt Mortgage & Finance (hereinafter "Movant"). I have personal knowledge of the facts stated herein, and I am custodian of any records attached hereto. I have a personal understanding of how the books, records and computer systems relating to loan servicing at Movant function and how they relate to the bankruptcy proceeding filed by the Sheila Y. Kidd (hereinafter "Debtor"). Among my responsibilities as an employee of Movant is to monitor the processing of payments and other requirements of the Debtor under the terms of the Debtor's *Retail Installment Contract and Security Agreement*

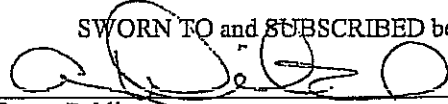
2. The Debtor executed a *Retail Installment Contract and Security Agreement* (hereinafter "Contract") to Movant in the principal amount of \$27,344.00 on February 19, 1998, which is secured by personal property being more particularly described in the Contract and in Movant's Motion for Relief from the Automatic Stay filed contemporaneously herewith. True and correct copies of the Contract and the Certificate of Title evidencing the perfection of Movant's security interest in the personal property are attached to the Motion for Relief From Stay as Exhibit "A". As of November 17, 2005, the aggregate amount due and owing Movant under the terms of the contract is \$27,197.78. The value of the property does not exceed the amount owed under the Contract

3. The information contained herein and in the attached Exhibits is based upon business records that Movant keeps in the ordinary course of its business, made at or near the time of the facts stated thereby, which Movant keeps, maintains and generates as part of its ordinary course of business. All of the above statements are true and correct and stated as facts based upon my own personal knowledge.



AFFIANT
Vanderbilt Mortgage & Finance

SWORN TO and SUBSCRIBED before me on this the 1st day of December, 2005



Notary Public

My Commission Expires: 12-4-06

**MANUFACTURED HOME
RETAIL INSTALLMENT CONTRACT,
SECURITY AGREEMENT
AND
DISCLOSURE STATEMENT**

DEALER INSTRUCTIONS

- (1) Complete this form when a "CASH" or "FIN" contract is signed.
(2) Complete this form when a "CASH" or "FIN" contract is signed.
(3) Complete this form when a "CASH" or "FIN" contract is signed.
(4) Complete this form when a "CASH" or "FIN" contract is signed.

DATE 2-19-98

Seller's Name: Shella Y. Kliff **Address:** 83 Wynnton Road **City:** Sylva **State:** NC **Zip:** 28150
Model: Oak Grove Mobile Home **Year:** 1994 **Manufacturer:** U.S. Highway 280 **City:** Sylva **State:** NC **Zip:** 28150

EXHIBIT 1

We, the undersigned Seller hereby sell, and you, the undersigned Buyer hereby purchase, subject to the terms and conditions hereinafter set forth the following described manufactured home complete with furniture, appliances, attachments and equipment ("Collateral"), and you hereby acknowledge delivery and acceptance of the Collateral in good and satisfactory condition.

Location of Collateral, if other than Seller's above address: Same as above

YEAR	MAKE	MANUFACTURER'S NAME	MODEL NAME & MODEL NO.	MANUFACTURER'S SERIAL NO.	DESCRIPTION
1994	New	Campbell	RANGER	CL042803TN	SQUARE FEET: 16-00 COLOR:

ITEMS: ☒ Air Conditioning Unit(s) ☒ Exchange ☒ Refrigerator ☐ Freezer ☐ Washer ☐ Dryer
☒ Furniture (as per sq. floor plan) ☐ Appliance(s) ☒ Stove ☐ Accessory Shed ☒ Other: Dishwasher

Collateral purchased for use primarily: ☒ Personal, Family or Household, ☐ Business.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
9.25 %	\$ 42,907.00	\$ 27,344.00	\$ 70,251.00	\$ 73,286.00

Buyer's payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
One Payment of		
300 Payments	\$ 234.17	Monthly, beginning <u>MARCH 21, 1998</u>
One Final Payment		

Security: You are giving a security interest in the property being purchased.

☐ Other

Use Filing Fees: \$ 25.00

Late Charges: If a scheduled payment is more than 15 days late, you may be charged 5% of the unpaid amount of the payment or \$500, whichever is less.

Prepayment: If you pay off early you will not have to pay a penalty.

Assumptions: (This applies only if you give your principal dwelling as security and you are purchasing that dwelling under this Contract.) Someone buying your home may not, except under certain circumstances, be allowed to assume the remainder of this Contract on its original terms.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes) \$ 29,400.00 (1)
2 Total Downpayment = (1) Trade-In \$ 0.00 + Cash Downpayment \$ 3,035.00
Your Trade-In \$ 0.00 Year Make Model Year \$ 3,035.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 26,365.00 (3)

4 Other Charges Including Amounts Paid to Others on Buyer's Behalf:

A Cost of Physical Damage Insurance Purchased through Seller and Paid to the Insurance Company Named Below—
Covering Damage to the Property \$ 0.00
B Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below
Life \$ 0.00 Disability, Accident and Health \$ 0.00 \$ 0.00
C Official Fees Paid to Public Officers \$ 25.00
D Taxes Not Included in Cash Price \$ 955.00
E Government License and/or Registration Fees (Motorist) \$ 0.00
F Government Certificate of Title Fee \$ 0.00
G Other Charges (Seller must identify who will receive payment and describe purpose)
to CHASE FINANCIAL for FLAND INS SEARCH \$ 9.00
to for \$ 0.00

Total Other Charges and Amounts Paid to Others on Buyer's Behalf \$ 979.00 (4)
5 Amount Financed — Unpaid Balance (3+4) \$ 27,344.00 (5)
We may retain, or reserve, a portion of this amount.

Insurance: If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

Required Physical Damage Insurance: Physical damage insurance is required if the original Amount Financed in this Contract (less insurance charges) and the value of the Collateral to be insured both exceed \$5000. If such insurance is required, you may purchase it from anyone you want who is acceptable to us, or you may provide such insurance through an existing policy that is acceptable to us.

☐ You have elected to purchase fire and/or theft insurance through the Seller. The cost of this insurance shall be as set forth in 4A of the Itemization above.

This insurance is described as follows:

Insurance Company: PHILIPS INSURANCE COMPANY Term: 12 months

☐ Property Insurance (if mobilehome), including personal effects coverage of \$ 5,000

☐ Deductible Comprehensive including Fire, Theft and Combined Additional Coverage \$ 0

☒ You have purchased, or will obtain, required coverages through:

Insurance Company or Agent: PHILIPS INSURANCE COMPANY

Insurance (Optional): Credit life insurance, credit disability insurance and mechanical repair insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Amount	Term	Signature(s)
Credit Life	\$		I want credit life insurance.
Joint Credit Life	\$		We want joint credit life insurance.
Credit Disability	\$		I want credit disability insurance.
Credit Life and Disability	\$		I want credit life and disability insurance.
Joint Credit Life and Disability	\$		We want joint disability insurance.

CREDIT LIFE AND DISABILITY INSURANCE: If Buyer elects credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ 5,000. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ 5,000 per month.

Credit life insurance may not cover the entire balance of this obligation at the time of death if the original coverage selected is for a term or for an amount which is less than the term or the amount of the credit. Credit disability insurance may not cover the entire period of disability if the period of disability exceeds the term of the coverage.

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY. SELLER WILL APPLY FOR COVERAGES CHECKED ABOVE ON BEHALF OF BUYER.

By signing below, you consent to our sharing information we receive from and about you and your accounts with our affiliates and with others, including information that may be used to offer insurance and investment products to you.

You, individually and together, promise to pay to us the Amount Financed, shown above, together with finance charge on the unpaid balances thereof (from time to time, at the Annual Percentage Rate shown above and the Amount Financed and any other sums you may become obligated to pay pursuant to the provisions of this contract are fully repaid). You will make payments according to the Payment Schedule shown above. The Payment Schedule assumes that each payment will be made exactly on the date due and in the amount scheduled. Accordingly, payment made exactly according to the Payment Schedule may result in an increase or decrease to the total amount paid under the contract. The final payment will equal the then remaining unpaid balance of the contract, plus accrued and unpaid finance charge and other sums due hereunder, as so allowed by law. To secure such payment, you give us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessories to and proceeds of the Collateral. We hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

The Buyer hereby acknowledges that he has received from the Seller a true copy of this foregoing document with all blanks suitably filled, and that such a copy was delivered to him by the Seller at the time of the execution thereof.

Executed by the parties this 19 day of FEBRUARY, 1998.

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

BUYER'S NAME: Onk Grove Mobile Home ADDRESS: 39904 US Highway 280 CITY: Sylva STATE: NC ZIP: 28150

SELLER'S NAME: Onk Grove Mobile Home ADDRESS: 39904 US Highway 280 CITY: Sylva STATE: NC ZIP: 28150

Location of Collateral, if other than Buyer's above address: Same as above

YEAR	H/U	MANUFACTURER'S NAME	MODEL NAME & MODEL NO.	MANUFACTURER'S SERIAL NO.	DESCRIPTION
1998	New	Clayton	RANGER	CTA042803TN	16x80

ITEMS INCLUDED: ☒ Refrigerator ☒ Stove ☒ Dishwasher ☒ Washer ☒ Dryer ☒ Furniture (as per Mfg. floor plan) ☒ Awnings ☒ AC Shading ☒ Accessory Shed ☒ Other: Discwasher

Collateral purchased for use primarily: ☒ Personal, Family or Household, ☐ Business

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
9.25 %	\$ 42,907.00	\$ 27,344.00	\$ 70,251.00	\$ 73,286.00

Buyer's payment schedule will be:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of		
Payments	\$ 234.17	Monthly, beginning MARCH 21, 1998

Security: You are giving a security interest in the property being purchased.
☐ Other: _____

Use Filing Fee: \$ 15.00

Late Charge: If a scheduled payment is more than 15 days late, you may be charged 5% of the unpaid amount of the payment or \$500, whichever is less.

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: (This applies only if you give your principal dwelling as security and you are purchasing that dwelling under this Contract.) Someone buying your home may not, except under certain circumstances, be allowed to assume the remainder of this Contract on its original terms.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes) \$ 29,400.00 (1)

2 Total Downpayment = Net Trade-in \$ 0.00 + Cash Downpayment \$ 3,035.00 \$ 3,035.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 26,365.00 (3)

4 Other Charges Including Amounts Paid to Others on Buyer's Behalf:

A Cost of Physical Damage Insurance Purchased through Seller and Paid to the Insurance Company Named Below—
 Covering Damage to the Property \$ 0.00

B Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below
 Life \$ 0.00 Disability, Accident and Health \$ 0.00 \$ 0.00

C Official fees Paid to Public Officers \$ 15.00

D Taxes Not Included in Cash Price \$ 955.00

E Government License and/or Registration Fees (Items 1)

F Government Certificate of Title Fees \$ 0.00

G Other Charges (Seller must identify who will receive payment and describe purpose)
 to Cash Finance for Final Fee Search \$ 9.00
 to _____ for _____ \$ 0.00

Total Other Charges and Amounts Paid to Others on Buyer's Behalf \$ 979.00 (4)

5 Amount Financed — Unpaid Balance (3+4) \$ 27,344.00 (5)

* We may retain, or receive, a portion of these amounts.

Insurance: If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

Required Physical Damage Insurance: Physical damage insurance is required if the original Amount Financed in this Contract (less insurance charges) and the value of the Collateral to be insured both exceed \$300.00. If such insurance is required, you may purchase it from anyone you want who is acceptable to us, or you may provide such insurance through an existing policy that is acceptable to us.

☐ You have elected to purchase the required and/or optional insurance through the Seller. The cost of this insurance is shown on 4A of the Itemization above.

☐ This insurance is described as follows:

Insurance Company: _____ Term: _____

☐ Property Insurance (if mobile home), including personal effects coverage of \$ _____

☐ \$ _____ Deductible Comprehensive Including Fire, Theft and Combined Additional Coverage

☒ You have purchased, or will obtain, required coverages through:

Insurance Company or Agent: PHILLIPS INSURANCE AGENCY

Insurance (Optional): Credit life insurance, credit disability insurance and mechanical repair insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit Life	\$		I want credit life insurance.
Joint Credit Life	\$		We want joint credit life insurance.
Credit Disability	\$		I want credit disability insurance.
Credit Life and Disability	\$		I want credit life and disability insurance.
Joint Credit Life and Disability	\$		We want joint disability insurance.

CREDIT LIFE AND DISABILITY INSURANCE: If Buyers elect credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ _____. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ _____. Insurance Company: _____

Credit life insurance may not cover the entire balance of this obligation at the time of death if the original coverage selected is for a term or for an amount which is less than the term or the amount of the credit. Credit disability insurance may not cover the entire period of disability if the period of disability exceeds the term of the coverage.

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY. SELLER WILL APPLY FOR COVERAGE CHECKED ABOVE ON BEHALF OF BUYER.

By signing below, you consent to our sharing information we receive from and about you and your accounts with our affiliates and with others, including information that may be used to offer insurance and investment products to you.

You, individually and together, promise to pay to us the Amount Financed, shown above, together with finance charge on the unpaid balances thereof from time to time, at the Annual Percentage Rate shown above until the Amount Financed and any other sums you may become obligated to pay pursuant to the provisions of this contract are fully repaid. You will make payments according to the Payment Schedule shown above. The Payment Schedule assumes that each payment will be made exactly on the due date and in the amount scheduled. Accordingly, payments not made exactly according to the Payment Schedule may result in an increase or decrease in the total amount paid under the contract. The final payment will equal the then remaining unpaid balance of the contract, plus accrued and unpaid finance charge and other sums due hereunder, all as allowed by law.

To secure such payment, you give us a purchase money security interest under the Uniform Commercial Code in the Collateral and to all accessions to and proceeds of the Collateral. We hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.


The Buyer hereby acknowledges that he has received from the Seller a true copy of this foregoing document with all blanks suitably filled, and that such a copy was delivered to him by the Seller at the time of the execution hereof.

Executed by the parties this 19 day of FEBRUARY, 19 98

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Onk Grove Mobile Home (NAME OF SELLER/SELLER)
 By: Lawrence W. Martin (Signature of Representative)
 X John G. Yarrick (Buyer)
 X _____ (Seller)
 X _____ (Buyer)
 X _____ (Seller)

051 001 000 00979 321



STATE OF ALABAMA
DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE FOR A VEHICLE 0330

TITLE NO.		VEHICLE IDENTIFICATION NUMBER		TRANS. CODE		DATE ISSUED	
22463158		CLA042803TN		01		04/16/1998	
YR. MODEL		MAKE		MODEL		BODY TYPE	
1998		CLAYTON		RANGER		HT	
CYL	NEW	USED	DEMO	PURCHASE DATE		NO. LIENS	COLOR
00	XX			02/19/1998		1	GREEN
NAME(S) AND MAILING ADDRESS OF OWNER(S)				ODDMETER		EXEMPT	
KIDD SHEILA Y							
				MAIL TO			
83 WYNETTE RD				CHASE MANHATTAN BANK USA N			
SYLACAUGA		AL 35150		P O BOX 501416			
RESIDENT ADDRESS IF DIFFERENT				ATLANTA		GA 31150-1416	

LEGEND(S)

RELEASE OF LIEN
The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

1ST LIENHOLDER'S NAME ADDRESS AND LIEN DATE 02/19/1998
CHASE MANHATTAN BANK USA NA
P O BOX 501416
ATLANTA GA 31150

2ND LIENHOLDER'S NAME ADDRESS AND LIEN DATE

CONTROL NUMBER
21000229

COMMISSIONER OF REVENUE

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT 2